

Filed in the DISTRICT COURT  
Kay County, Oklahoma

**IN THE DISTRICT COURT OF KAY COUNTY  
STATE OF OKLAHOMA**

APR 04 2018

**CHARLES R. MILLER an individual,**

**Plaintiff,**

**vs.**

**USAA CASUALTY INSURANCE  
COMPANY, a company doing business in  
the State of Oklahoma,**

**Defendant.**

MARILEE THORNTON, Court Clerk  
BY \_\_\_\_\_ DEPUTY

Case No.: CJ-2018-

70

**PETITION**

COMES NOW Plaintiff, Charles R. Miller, and for his cause of action against Defendant, USAA Casualty Insurance Company, alleges and states as follows:

1. That on or about January 23, 2017, a collision claim was filed by the Plaintiff with the Defendant, USAA Casualty Insurance Company (USAA), regarding a collision between Plaintiff's 2011 Toyota Tundra and a deer on North Waverly in Ponca City, Kay County, State of Oklahoma.
2. That on the same date that Plaintiff initiated his collision claim with the Defendant, USAA, he had an estimate done on the damage to the vehicle by RESU-WRECK-TION and the estimated damages were in the amount of \$5,790.40 and the Plaintiff submitted said estimate to the Defendant for consideration.
3. On January 27, 2017, the Defendant issued a check in the amount of \$1,913.91 without any agreement from the Plaintiff that said amount would be acceptable to Plaintiff nor did Defendant inform Plaintiff that this check represented the undisputed amount of what was owed with Defendant's action's being in direct breach of the insurance contract for collision coverage and Defendant is liable to the Plaintiff for the amount of \$5,790.40.
4. On April 4, 2017, three (3) of Plaintiff's vehicle were damaged during a hail storm.

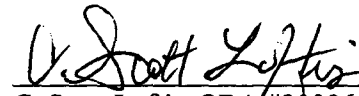
5. On April 5, 2017, the Plaintiff initiated a comprehensive claim with the Defendant, USAA, due to the hail damage that occurred to his three (3) vehicles the day before and a claims representative on behalf of the Defendant told Plaintiff to obtain estimates of the hail damage done to his vehicles.
6. During the week of April 24, 2017, Plaintiff again contacted the Defendant and explained to a claims representative that he had obtained estimates on the hail damage done to his vehicles in the amount of \$7,200.00 and was advised by the claims representative that a claims adjuster would contact be in contact with him. However, Plaintiff was never contacted by any claims adjuster or any other representative of Defendant in regards to his hail claims.
7. The Plaintiff at all times relevant during the claims handling process cooperated with the Defendant during its investigation of Plaintiff's claims and Plaintiff has met all conditions precedent in the insurance policy in the bringing of said claims.
8. Plaintiff alleges that the Defendant, USAA Casualty Insurance Company, has acted in bad faith or has failed to deal in good faith by performing a fundamentally unfair evaluation of Plaintiff's collision claim in an attempt to have Plaintiff settle for substantially less than the value of his claim, has failed to pay the undisputed amount of Plaintiff's collision claim and Defendant has acted unreasonably in its handling of Plaintiff's comprehensive claims and in its investigation of said claims by refusing to not contact Plaintiff, investigate said comprehensive claims and pay said claims for the full and fair value.
9. That Defendant's, USAA Casualty Insurance Company, breach of duty was, at the very least, in reckless disregard for Plaintiff's contractual rights under the insurance policy and such actions deprived the Plaintiff of the insurance benefits that he was entitled to in a timely manner and punitive damages should be awarded against Defendant to deter Defendant and others in its position from acting in the same or similar fashion.

10. Plaintiff demands judgment against Defendant for a sum in excess of \$75,000.00 for all applicable damages allowed under Oklahoma law.

WHEREFORE, premises considered, Plaintiff demands judgment against the Defendant for damages for breach of contract in the amount of \$12,990.40, an amount in excess of \$75,000.00 for bad faith along with punitive damages, plus court costs and attorney fees, pre-judgment and post judgment interest, and any further relief this Court deems just and equitable.

Respectfully submitted,  
LOFTIS LAW FIRM

By:



C. Scott Loftis, OBA #20086

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**ATTORNEY LIEN CLAIMED**